BILL NO. S-78-09-04

SPECIAL ORDINANCE NO. S- 157-78

AN ORDINANCE approving an Agreement to purchase Real Estate from Clara M. Reardon for Neighborhood Care, Inc.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the Agreement to purchase Real Estate dated August 16, 1978, between the City of Fort Wayne, by and through its Mayor and Neighborhood Care, Inc., and Clara M. Reardon, for:

East 64' Lot 155, Weisser Park Addition Amended for the total cost of \$5,475.00, all as more particularly set forth in said agreement which is on file in the Office of Neighborhood Care, Inc., and is by reference incorporated herein, made a part hereof and is hereby in all things ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Councilman

APPROVED AS TO FORM AND LEGALITY,

Read the fi	rst time in full and o	on motion by	Henga	, seco	nded by
Street	, and duly a	dopted, read	I the second time b	y title and re	ferred to the
Committee on	Finsin	e	(and the City	Plan Commis	sion for
recommendation)	and Public Hearing	to be held a	fter due legal notic	e, at the Cou	neil Chambers,
City-County Build	ling, Fort Wayne, In	ndiana, on _	, t	he	day
of	, 19_	, at	o'clock N	I.,E.S.T.	
	9-12-78.		CITY CLE	V. West	(muces)
Read the th	nird time in full and	on motion b	Hen	gai	,
seconded by			d duly adopted, pla		assage.
PASSED (LOST	by the following v	ote:			
	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	-9	0			
BURNS	\angle	***************************************			
HINGA					
HUNTER			· · · · · ·		
MOSES	\propto				Name and Address of the Address of the
NUCKOLS	\propto				
SCHMIDT, D.	\times				***************************************
SCHMIDT, V.	\times				
STIER	\times				
TALARICO	X				
DATE:	9-26-78		CITY CLE		Mune
Passed and	d adopted by the Co	mmon Counc	il of the City of For	t Wayne, Ind	liana, as
	(GENERAL) (ANNE				
(RESOLUTION)	No. 8-157-7	8 on the	26 th de	ay of	lender, 1978.
	1.1.1	ATTEST:	(SEAL)	I Tal	Parico
CITY CLE	W. William RK	ian	PRESIDIN	G OFFICER	D27 ex
Presented	by me to the Mayor	of the City	of Fort Wayne, Indi	ana, on the	I promoter
day of	lender, 198	at the hour o	of //:30 o'cloc	к <u>Н.</u> м.,Е.	S.T.
			CITY CLI		lerneare
Approved	and signed by me t	his <u>38</u> -	thday of	Septem	ter , 1979
at the hour of	/0 o'clo	ek	Ay, E	.s.T.	
			Kaher	Ellen	eliong
			MAYOD		//

Bill No. S-78-09-04 REPORT OF THE COMMITTEE ON FINANCE We, your Committee on Finance to whom was referred an Ordinance approving an Agreement to purchase Real Estate from Clara M. Reardon for Nieghborhood Care, Inc. have had said Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance WILLIAM T. HINGA - CHAIRMAN VIVIAN G. SCHMIDT - VICE CHAIRMAN JOHN NUCKOLS PAUL M. BURNS FREDRICK R. HUNTER

TOM BILL

T. L. Bill Real Estate



REAL ESTATE APPRAISEMENT

FOR

APPRAISER - REALTOR

Nsighborhood Care Attn: Harold Lewis

P.O. Box 5375

Fort Wayne, Indiana 46805

THOMAS I BILL

(219) 483-2330

PROPERTY IDENTIFICATION

LOCATION:

1102 Oxford, Ft Wayne, Indiana Owner: Reardon

LEGAL DESCRIPTION:

3 64 ft, Lot 155 Weisser Park Addition Amended Lot Size: 64 x 39

PHYSICAL DESCRIPTION:

Two story frame dwelling containing 860 sq ft of living area. Five total rooms including two bedrooms. One full bath. Constructed on full basement foundation of 440 sq ft. Interior is plaster and in very good condition. Carpeted except for kitchen. Wiring, heating and plumbing appear servicable. Exterior is asbestos shingle sided. Roof is asphaltshingled. A 72 sq ft front porch and a 20 sq ft rear porch are attached. The exterior is in fair condition. Located on level lot. Rather close to street. Wo garage.

PURPOSE OF APPRAISAL

To estimate and give an opinion of the fair market value of the property as of this

"Market Value" is defined as the highest price estimated in tarms of money which a property will bring if exposed for sale in the open market, allowing a reasonable time to find a purchaser who buys with knowledge of all the uses to which it is adapted and for which it is capable of being used.

OPINION OF VALUE

Appraised Value — Land	s 700
Appraised Value — Site Improvements	s 1000
Appraised Value — Improvements	s 3750
Estimated Market Value	· 5450

ASSUMPTIONS AND LIMITING CONDITIONS

No responsibility is assumed for matters legal in character. Existing liens and encumbrances, if any, have been disregarded and the property has been appraised as though free and clear. It is assumed that the legal description furnished us correct and that the title to the rasil exists is good and marchantable.

No responsibility is assumed for the accuracy of information furnished by others, although such information has been confirmed where possible and is believed to be reliable.

The fee for this appraisal does not provide compensation for confarence or testimony or attendance in court nor shall this appraiser be required to give testimony or to appear in any court by reason of the appraisal without previous carrangements having been made therefor.

CERTIFICATION

I do hereby certify that I have made a personal inspection of this property and an analysis of all the discovariable factors effecting its value. I further certify that I have no present or contemplated follower personal interest in the property and that reinter the employment to make the sperials. For the componiation is contingent on the value of the property. The sole componistion for the employment being a fair professional fee.

APPRAISER

Thomas L Bill

DATE July 17, 1978

Car	te improvements sement rpet cohes	45	00 50 50 90 90						
ESTIMATED	REPLACEMENT COS	т:							
MAIN E BASEM EXTRA ESTIMA LESS D	UILDING - LIVING AREA	ras TOFMA	IN BUILD	SQ. F	T. @ \$ T. @ \$	19.	27 \$ 16957 \$ 16957		
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	PROACH TO VALUE			3609 S Calno	an.		3617 Lilıie		
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OT SIZE	40 X137	50	1500	31X170	50	1131	4/78	50	
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ONDITION	(2)	 	500	Go		1300	157		
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ATHS	7			7			7		
F/LA	1138	†	1204	766	570		720	C 11	
ARAGE	ICAR	T	600	ICAD	-270	600	No.	610	
Porche			200			000	787	150	
nocati	n	T	1000					130	1000
r'ence									100
									700
						-	DA Powers		400
TOTAL	or	s -4	1950		s -2	330		-359	
SALE PE	ICES OF COMPARABLES	s 10	0500		80	00		890	
NDICATED V	ALUE(S)	55	550		56	20		-	
BY MAR	KET APPROACH	s		:	\$		\$	53	10
indicat	t approach ind	icate	s a v	e income appro	The	e marl	APPROACH: cet appreach ot used. Prese	ent	

Site improvements and extras (Depreciated value)

VALUE CONCLUSION: LAND \$ 700 IMPROVEMENTS \$ 4740 TOTAL \$ 5450

THOMAS L. BILL

P. O. Box 5375 Fort Wayne, Indiana 46805 (219) 483-2330

PHOTOGRAPHIC VIEWS 1102 Oxford, Ft Wayne, Indiana

FROMT VIEW North to South REAR VIEW South to North

STREET VIEW West to East







1 FHA MORTGAGEE NO.	0		2. FHA	
	FHA UNDERWE	ITING REPORT	CASE	*
3. NE/GHBORHOOD CODE	, ,	4 A PROPERTY ADDRES	A NO.	2760 0030
A1\(\) 2\(\) 4\(\) A1\(\) 2\(\) Cofe Other Sub-Model Pen. City City urban City of MC Rural URA		1102 Oxford St		12760 100301
		Fort Wayne, IN		
MORTGAGE TO BE INSURED U	NDER 3	LEGAL-LOT B	ILK. TR.	/SUBD.
SEC. 203(b) SEC.		趣		
5. MORTGAGEE		6 ESTIMATED VALU OF PROPERTY	E 05 15	7. MONTHLY EXPENSE ESTIMATE
		OF PROPERTY	\$ 5500	Fire Ins \$
		B. COMMITTED FOR INST	JRANCE	Taxes \$
			-	Maint & Repairs \$
		COMMITMENT		Heat & Utilities \$
		Issued: Expires:	19 19	9. ESTIMATED CLOSING
•		expires.	15	cost,sNH.
10. COMMITMENT TERMS MAX. MORT	r A14T #	IO. MOS. MAX	INTEREST %	11. EXEXISTING PROPOSED
12. Name of Occupant (or person to call it	if unoccupied)	Tel. No.	Key Encl	· [] (If unfurnished)
	y arroccapica)	1//	4	
	Never Occup. Vacant	Occupied by 0	wner Tenant at \$	Per Mo. 🗌 Furn. 🔲 Unfurn.
	dress Including ZIP Code		Tel. No.	Model Identification
SUBSTAN, REHAB. 2.				
UNDER CONSTR. 3. Plans: First Sub	rn. Prob. Repeat Cases		v. Proc. as FHA Case No Mineral Rights R	
14. DESCRIPTION A.1. Wood siding	Stories Bed		No. Yes	
2. Semi-det. 3 X Ash shingle 8.	Bi-Level Din	-	Table	
3. Row . 4. Fiber board 9.	. Split Level Kito	Room A1. Garage	ties: Public Comm	Individual 2. Wall Air Cond.
A1. ☐ Frame 5. ☐ Brick or stone A 1.	Full Basement - 5 No.	rms. 9. Carport No. of cars	Gas 🛱 🗖	Type of Paying (Str.))
2. Masonry 6. Stuc. or c. blk. 2	Basement Bat	O No. of cars	Vater ▲ 1. 2	Type of Paving (Str.)
3. Concrete 7. Aluminum 3		is and dust-in	1. Underground W	/iring Curb & Gutter
	Crawl Space		Sanitary:	Sept. Cess months
▲ 1.L. Yes 2. (& No)		on-Res. A3. Detached	Sanitary: Sewer ▲ 1. ☑ 2. ☐	
EXTRA A 1. Fireplace 2		Pool A 1. Enclosed Po		way 4. Fence
FEATURES A 1. Extra Fire Pl. 2	Expand Attic 4. Fin.			4. 🗆
SPEC. ASSESS. Prepayable, SN	Von-Prepay. \$	16. ▲LOT_ 64× =		2.□Acres_2496Sq. Ft.
Int% Ann. Pay, \$Unpd. Bal.	\$Yr	17. GENERAL LOCATION		
	I. FIRE INS. S	20. A SALE PRICES	\$	Mo. Yr.
21. EQUIPMENT IN VALUE: ▲ 1. ☐ Range or Co.			Net variation	ons · · · · · · \$
▲ 1. ☐ Auto, washer 2. ☐ Dryer 4. ☐	▲ 1. Garb. Disp.			(Subtotal) · · · \$
22. A LOC. CODE 23. BASIC CASE	30. COST DATA: 2800			
24. SUB FILE NO	Cost @ \$ 2500	Per Sq. Ft. = \$ 2200	Porches/Te	oursed from rear
25. REM. LIFE ECON. □ PHYS. 70	YRS 31 BLDG DESC/VARS	I mad Attack	+ Walks/Driv	misces proces
26 CONDITION AS APPRAISED	- Programme	ceny secur.	Ldsp./Pltg.	/Fin. Gr. · · · · \$
A 1. ☐ Excellent 2. ☐ Good 3. ☐ Fair 4. ☐ Poor	Fdns. Frpl	none.		ite imp. · · · · · \$
Pres. Land Use DMM, & Single Jamin	Shig not observe	21/2		p. unadj. (Total) - \$
Anticip. Land Use MV Change. U Owner Occp. Appearable Demand for Amenin Inc. Prop. Late. 100% Bit. up. 75% own. DE% Ten. 5 o		Carpet linolar		nb\$ x wkmp% =%
Owner Occp. Appeal	Sub Figure Fin I			p. adj. · · · · · · \$ices · · · · · · \$
Demand for Amenity Inc. Prop 100% 100% Bit. up. 75% own. 120% Ten. 5% Age Typ. Bidg. 40 to 60	De- 101/10 1. 103	red tub		ver tap charges · \$
100% Bit. up 75% own 26% Ten. 5.9	Vac. Htg GFWA Insul	Brattic .		L COSTIMP \$
Age Typ. Bldg. 70 to 60 Typ. Mo. Rent \$75 to \$ 150	* Vac. HIS GEWA Insul	wood; 13 yall	-7 (inte	
APrice Range \$5000 to \$20000	30gal gus 1	estwaty heat	32. HEP	L. COST S22000 Review
28. Location Acceptable Reject	COMPANY WW	in with lune 0	Mkt Pr	ice Eq site - \$ 1000
	There how and	or wall reinforce	Misc. A	Now Costs - \$ 490
29. 2×(22×20)	wood double	hung windows,	Mktg. E	Expense \$ 1409 OST \$ 24899 OF REPAIRS/IMPROVEMENTS
ALIVINGAREA 880	Sq. Ft		33. COST	OF REPAIRS/IMPROVEMENTS
	Total Variations	s	Prop \$	Req. \$
34 COMPARABLE PROPERTIES So	Ft Sto- Area ries Rms. Rms Bat		Price Date	
SUBJECT PROPERTY	180 2 5 2 1	ASB. 1/0 20/fine	NA BOMT	NA 8-2-78
(1) 233/ Smith St 1/4		VISB 3-D 40/6.	105000 FSMI	VA 3-17-77+ +548,50
(2) 3318 Winter 10		WD 1-D 25 fair	5000 BSMT 5900 BSMT	VA 3-17-77 + +5-4,500
(3) 2807 S. Elinton 11	188 2 7 3 1"	2 WD NO 20 fair	5900 BSMT	CCN1 2-13-8 =
35. CAP. INC: (Mon. Rent \$/00 \$ \$		0=\$ 160	x Rent mult of 55	= CAP. INC. \$5500
36. APPRAISAL SUMMARY: Capitalized Income S	5500	Cost \$24899		Market, A 55500
VALUE: Val. (Excl. Cl. Costs) \$	Closing Cost	s \$Val of Leas	-d F	Total & \$.5500
37. LEASE: ANN. GRD. RENT\$ 38. (1) Remarks (2) Spec. Cond (3) Rej. Reasons (4)		Val. (6) Items Evel From Par	euree Va	II. of Leasehold Est. S
30.11) nemarks (2) spec. Cond (3) Kej. Reasons (4)	A Land exci. From	1	/ 39 IN	ISPECTIONS:
subject projects is a two	- Story 2 Bidroom	I home situat	ed a	Proposed Construction Repair
	There is heavy	tafficon o		Mortgagee's Certificate
and commercial develop	ement is in the	immediate as		Appr. Arch Proc. Date
The improvement, is in	faily condition	. but the west	foundation !	Reject
will is shelly (sowed	UU		Reviev	1 100
9				Commity Staff Val Murcher
				Reject ML . RA 6
				1 1000





SUMMARY STATEMENT OF THE BASIS FOR JUST COMPENSATION

August 16, 1978

1102 Oxford

The parcel to be acquired consists of the following described property with the buildings thereon:

E 64 ft Lot 155 Weisser Park Addition Amended

The real property for which the offer of just compensation was made and which were considered by the appraisers in establishing a fair market value for your property include:

Lot size 64 x 39

Two Story

880 Sq. Ft.

Full Basement

Carpet Except Kitchen

Exterior Fair Condition

The fair market value which was approved by Neighborhood Care, Inc. is being offered to you is \$\frac{5}{2475}\$ for the above described property improvements. This amount represents the full amount believed by Neighborhood Care, Inc. to be just compensation for the property. In accordance with state statute, Neighborhood Care, Inc. determination of just compensation is not less than the average of two independent appraisals conducted by competent professional appraisers for the fair market value of the property and is based on an inspection of the property.

In arriving at the acquisition price for any property, Neighborhood Care, Inc., nor the appraiser have reduced or increased the value of the parcel as a result of the area being designated for renewal. Increases or deductions in the value are based solely on physical deterioration.

If there are separately held interests in the property to be acquired, an apportionment of the total just compensation will be made based on Neighborhood Care, Inc. review of the appraisal. If any buildings, structures, fixtures, or other improvements comprising part of the real property are the property of a tenant, the total compensation for the property, including the property of such tenant shall be apportioned to the tenant and the owner so that the amount apportioned to the tenant's improvements and interest will be the greater of:

- greater of:

 1. The fair market value of the tenant's leasehold estate in the property.
- The amount the tenant's improvements contribute to the fair market value of the real property.
- The fair market value of the tenant's improvements for removal from real property.

In light of the preceeding information, Neighborhood Care, Inc. has set the previously stated amount as the acquisition price for your property.

	AGREEMENT TO PURCHASE REAL ESTATE
	August 16, 1978
	: Clara Reardon OWNERS
	I hereby agree to purchase from you for the sum of \$
	1102 Oxford A she tanal description of which is:
	E 64 Lot 155 Weisser Park Addition Amended
	54/5
Cash or Cash Sala	TWILL PAY SAID SUM OF \$
	cesh upon delivery to me of a property executed warranty and property in an amount of not less than \$ Feiture
1.10rtpage	from the date % reof e
	and accounty which mortalog is hald by
Sale to	I shell assume and agree to pay the unpaid balance of an existing mortgage upon said property, which mortgage is not to be approximate balance of which is
Existing	
	5 At the final closing of this transection I shall pay to you the balance of the purchase price in each and will, it addition thereto, reimburse you in each, for any occumulated excrow funds, upon the proper satignment of same by you to me. At the fine of finite closing, you shall clivier to me a properly executed Warranty Deed for said properly, which shall be subject to the unfail balance of haid mortgo:
	5 At the final closing of this transection I shall pay to you the balance of the purchase price in each and will, it addition thereto, remburse you in each for any secumulated become funds, upon the proper satisfament of same by you to me. At this time of fine closing, you shall oblive to me a properly executed Warranty Deed for said properly, which shall be subject to the unpulsibilities of said mortual indebtedness.
Sale on Land	Toylord C. Tro Carrier T.
Contract	and carring for the payment of the payment of
	month including is interest computer at Allen County Bar Association form unaltered.
Tax	1. I shall assume and pay the taxes upon said real estate due and payable the first Monday in (ANA) (November), 192, and an appropriate the state of this contract of the state of the date of this
Agreement	taxes, and I shall assume and pay any assessments upon said real estate for improvement,
Survey	Agreement to running. 2. You will furnish a proper, up to date. Certificate of Survey of said real estate showing the dimensions thereof and the location of a improvemental located tharmon, as of the date hereof.
	improvements located thereon, as of the date hereot.
Title Exam.	Improvements located training, as or two dawnersor. 3. Prior to the execution of the (Warranty Deed) (LONG CREMON) you will furnish, at your expents, a properly prepared abstract of title for six. 3. Prior to the execution of the (Warranty Deed) (LONG CREMON) is a marketable title in you, I will have said obstract exeminate the continued to a date after the date of this Agreement of Purchass, disclosing a marketable title in you, I will have said obstract exeminate the property of the continued to a date and the property of the continued to a date of the continued to the continue
2	by my attorney and will submit a legal opinion thereon without unreasonable deay. To do will make a trassituation that the property of Abstracts of Title and a property of the Standards of Marketability of Abstracts of Title and a standard and the standards of Marketability of Abstracts of Title and a standard and the standards of Marketability of Abstracts of Title and the standards of Marketability of Abstracts of Title and the standards of Marketability of Abstracts of Title and the standards of Marketability of Abstracts of Title and the standards of Marketability of Abstracts of Title and the standards of Marketability of Abstracts of Title and the standards of Marketability of Abstracts of Title and the standards of Marketability of Abstracts of Title and the standards of Marketability of Abstracts of Title and the standards of Marketability of Abstracts of Title and the standards of Marketability of Abstracts of Title and the standards of Marketability of Abstracts of Title and the standards of Marketability of Abstracts of Title and
	adopted by the Allen County Indiana Bar Association.
Closing ·	adopted by the Allen County Indiana bar Association. A. This transaction shell be closed as soon as your title to said real estata meets the necessary legal requirements and I obtain the necessary legal requirements are proposed to the property of the Allen County
	hereinabove provided, (conveying) (ජේරේර්න්ර්න්ර්රම්ර්රම්ර් to me said real estate and all improvements interes in the same constitution and the recent of
	date of the delivery to me of said (Warranty Deed) (LXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
	election, shall not be binding upon me, and my earnest money daposited hereunder shall be returned to me without delay.
v Šssession	5. Possession of said real estate shall be delivered to me on or before AC Rents, if any, shall be pro-rated, and insurance shall the pro-rated, and insurance shall the possession (cancelled), as of the date of closing. You will pay all charges for utility services furnished said premises until the possession
	(generalise) (cancelled), as of the date of closing, fou will pay all charges to burnly services to me.
Improve-	surranaventorms. 6. This Agreement to Purchase includes all improvements and permanent fixtures used in connection with said real estace including but in connection with said real estace including but in necessarily limited to the following: All electrical, gas, heating and plumbing fixtures, all electrons, exceed norm windows, shades, venezione shades, venezione proprieta in the proprieta in
Fixtures	necessarily limited to the following: All electrical, gos, neuring and problems adio or television antennae, trees, shrubs, flowers, fences, arblinds, drapery hardware, awnings, attached carpeting. linoleum, readio or television antennae, trees, shrubs, flowers, fences, arblinds drapery hardware, awnings, attached carpeting. linoleum, readio or television antennae, trees, shrubs, flowers, fences, ar
rizanns	If any, now in or on the property, and the same shall fully paid for and free of all tiens and encumbrances, at the time I accept title to said real estate, unless otherwise specified and agreed to by me.
	fully paid for and free of all liens and encumbrances, at the time 1 accept title to said real estate, unas other R 1
Zoning	7. I hereby represent that my intended use of the said real estate requires a zoning classification of
	and this Agreement to Purchase is contingent on the said reviewand with the Agreement to Purchase in good faith, and all the terms a B. I have personally inspected and examined the above property and make this Agreement to Purchase in good faith, and all the terms a conditions as stated herein, there being no verbal agreements, if this Agreement to Purchase is accepted by you, it shall be an agreement bindle and inturing to the benefit of both you and ma, our hirls and personal representations.
Inspection of	 I have personary have been an extended agreements. If this Agreement to Purchase is accepted by you, it shall be an agreement conditions as stated herein, there being no verbal agreements in this Agreement to Purchase is accepted by you, it shall be an agreement circuit conditions as stated herein, there being no verbal agreement all this Agreement is provided by the purchase of the purchase is accepted by you, it shall be an agreement circuit.
Property	John R Worthman
Earnest	9. I hereby deposit with your Agant,
Monay	\$, to be used as earnest money in this transaction, and upon your written acceptance of this Agreement
	Purchase, I will deposit with your said agent additional earnest money in the sum of \$ 0, all of which earnest money to apply to the cash payment provided for at the time of the closing of this transaction. If this Agreement to Purchase is not accepted in writing
	you no or before the 23 day of August , 19 78, then the same shall be null, void and of no force and effect, and any earnest more
	deposited hereunder will be returned to me without delay. It this Agreement to one the country at law or in equity.
	you on or before the 23 day or Aliquist 10 78, then the some shall be not!, void and of no force and effect, and any earnest more value for the sentence to fire without cleley. If this Agreement to Purchase is excepted by you and I fail to complete this more value of the sentence to go as liquidated damages which shall be your sole remedy at law or in equity, or you are sentenced to the contract the contr
	deposited hersunder will be returned to me without classy. The Continues of the state of the continues of th
	deposited heraunder will be returned to me without class. It must request here were required to the without class. The required has been according to the remark of the required to the remarks and the remarks are required to the remarks and the remarks are remarks and the remarks are remarks and remarks and remarks and remarks are remarks and remarks an
	deposited heraunder will be returned to me without class. It is a property of the control of the country shall be forfitted to you set ingludated damages which shall be your sole remedy at law or in equity. Contingent upon a being approved by the Governing Rody of the City of Fort Wayne
	deposited hersunder will be returned to me without quary, such as hall be your sole remedy at law or in equity, my servet money shall be foreigned to you as fingulated charages which shall be your sole remedy at law or in equity. Contingent upon: being approved by the Governing Body of the City of Fort Wayne
Buyer	deposited heraunder will be returned to me without class, it is a dealy of the content of the work of the country, my earnest money shall be foreigned to you as figurated damages which shall be your sole remedy at low or in equity. Contingent upon: being approved by the Governing Rody of the City of Fort Nayne Buyer: All I detain Buyer:
Buyer	Contingent upon being approved by the Coverning roay of the City of Fort wayne
Buyer	Buyer: Chil & Setson Buyer
	Buyer: Address: Address: Phone: Phone: Agent for the owners of the property herein described, here.
Receipt	Buyer:
Receipt	Buyer: Address: Phone: Phone: Address Agent for the owners of the property herein described, here the property herein described according to the terms of the above Offeror, to be held to the owners of the property herein described.
Receipt of Earnest	Buyer: Address: Address:
Receipt of Earnest	Buyer: Address: Phone: Phone: Address Agent for the owners of the property herein described, here the property herein described according to the terms of the above Offeror, to be held to the owners of the property herein described.
Receipt of Earnest	Buyer: Address: Address:
Receipt of Earnest	Buyer: Address: Agent for the owners of the property herein described, here by me in excrow according to the turns of the above Agreement to Purchase By George Adams The undersigned, Owners of the property described in the above Agreement to Purchase, hereby accept said Offer and agree to abide by
Receipt of Earnest	Buyer: Address: Address: Phone: Phone: Acceptable of earnest money deposit in the sum of \$ by me in excrow according to the terms of the above Agreement to Purchase Dated this 16 day of August 1, 19 78. By George Adams The undersigned, Owners of the property described in the above Agreement to Purchase, hereby accept sold Offer and agree to abide by terms and conditions thereof
Receipt of Earnest	Buyer: Address: Phone: Phone: Address: Address: Address: Address: Phone: Phone: Phone: Agent for the owners of the property herein described, here are scrow according to the terms of the above Agreement to Purchase By George Adams The undersigned, Owners of the property described in the above Agreement to Purchase, hereby accept said Offer and agree to abide by terms and conditions thereof and also agree to pay our said agent a commission of which sum shall be deducted. The undersigned, Owners of the property described in the above Agreement to Purchase, hereby accept said Offer and agree to abide by terms and conditions thereof which sum shall be deducted.
Receipt of Earnest	Buyer: Address: Address: Phone: 1. Agent for the owners of the property herein described, here on the property herein described herein the first particle of the property herein described herein to property he
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Receipt of Earnest Money	Buyer: Address: Phone: Phone: Address: Address: Address: Address: Address: Address: Address: Address: Address: Phone: Phone: Phone: Phone: Agent for the owners of the property herein described, here acknowledge receipt of earnest money deposit in the sum of \$ By George Adams Dated this 16 day of August 1, 19 78. By George Adams The undersigned, Owners of the property described in the above Agreement to Purchase, hereby accept said Offer and agree to abide by terms and conditions thereof and also agree to pay our said agent a commission of which sum shall be deducted to us. We also authorize our said agent to hold all money deposits in excrow until the final closing of this transact. Dated this 16 day of 144 7451 19 18. Seller: Address: Phone Phone Phone Phone
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Receipt of Earnest Money	Buyer: Address: Phone: Phone: Address: Address: Address: Address: Address: Address: Address: Address: Address: Phone: Phone: Phone: Phone: Agent for the owners of the property herein described, here acknowledge receipt of earnest money deposit in the sum of \$ By George Adams Dated this 16 day of August 1, 19 78. By George Adams The undersigned, Owners of the property described in the above Agreement to Purchase, hereby accept said Offer and agree to abide by terms and conditions thereof and also agree to pay our said agent a commission of which sum shall be deducted to us. We also authorize our said agent to hold all money deposits in excrow until the final closing of this transact. Dated this 16 day of 144 7451 19 18. Seller: Address: Phone Phone Phone Phone





THE CITY OF FORT WAYNE

COMMUNITY DEVELOPMENT & PLANNING division of neighborhood care

July 12, 1978

RE:

1102 Oxford

Dear Mr. Reardon.

In accordance with statutory requirements, please be advised that Neighborhood Care, Inc. has engaged real estate appraisers to determine fair market value on your property located at 1102 Oxford

Within the next few weeks, two appraisers will be contacting you in order to arrange an inspection of your property for preparation of their appraisal reports. This action does not constitute an intent to acquire this property.

Please be advised of your rights, either personally or through your designated representative, to accompany these individuals in preparing a fair appraisal.

We would appreciate it if you would extend your fullest cooperation to these individuals and on behalf of Neighborhood Care, Inc., I would like to thank you for your cooperation in this appraisal process.

Sincerely

Harold Lewis Real Estate Specialist

HL/ja



AGREEMENT TO PURCHASE REAL ESTATE

1, 5

	August 16, 1978	
	Clara Reardon OWNERS	1
	To:	4
-	Indians, commonly known as 1102 Oxford the legal description of which is:	
	F 64' Lot 155 Weisser Park Addition Amended	75
h or	I WILL PAY SAID SUM OF \$, FOR SAID PROPERTY UPON THE FOLLOWING TERMS: \$	
h Sala h New	cash upon delivery to me of a properly executed Warranty Deed for said property. Subject, however, to my ability to obtain with	ir
ededay	from the date hereof a mortgage loan upon said property in an amount of not less than S	
	from the date hereof e	1
la to	I shall assume and agree to pay the unpaid balance of an existing mortgage upon said property, which mort	. /
isting	, as Mortgagee, the approximate ba	١
ortgaga.	S At the final closing of this transction I shall pay to you the balance of the purchase price is addition thereto, reimburse you in cash, for any secumulated persow funds, upon the proper assignment of same by you to me. A closing, you shall obliver to me a properly executed Werranty Deed for said properly, which shall be subject to the unglid balance indebtedness.	in each and it the time in of spid m
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ontract	and canny for the payment of the	s written/u
	month including Interest, computed plub taxes and insurance, Land Contract to be Allan County Bar Association form unaftered.	
ax greement	THIS AGREEMENT TO PURCHASE IS MADE SUBJECT TO THE FOLLOWING TERMS AND COUNTDITIES. 1. I shall assume and pay the 'taxes upon said real estate dus and payable the first Manday in (ASSA) (Novambry), 19 12 taxes, and I shall assume and pay any assistants upon said real estate for improvements which may become a lien after	and all sub ar the date
nivay	 You will furnish a proper, up to date. Certificate of Survey of said real estate showing the dimensions thereof and improvements located thereon, as of the date hereof. 	the locatio
	Improvements located thereon, as of the date nersor.	ract of title
Title Exam.	real estate, continued to a data after the date of this Agreement of Furenase, disciousing a market on the first of the by my attorney and will submit a legal opinion thaton without unreasonable delay. You will have a reasonable time to maet sue by my attorney and will be accessory to render marketable the title to said real estate according to the Stendards of Marketability of A my, as may be necessory to render marketable the title to said real estate according to the Stendards of Marketability of A	s abstract exich requirer bstracts of
Closing ·	adopted by the Allin County Indiana Bar Association. 4. This transaction shell be closed as soon as your title to said real extate meets the necessary legal requirements and I of linancing, if any, as hereinabove projekted. At said classing, you thall deliver to me a property executed (Warranty Deed Investinations provided, (conveying) (edent-bargh-Accol-Colos) to me said real extent and all improvements thereon in the same conditions are not not received. In this respect you shall estume the nixt of loss or damage to said extant in the same conditions are not as a condition of the same conditions are not as a condition of the same conditions are not as a condition of the same conditions are not said (Warranty Deed) (Lossian) which conditions usual wars and testing the conditions are not as a condition of the said (Warranty Deed) (Lossian) which is a condition to a condition of the said (Warranty Deed) (Lossian) which is a condition to the said (Warranty Deed) (Lossian) which is a condition of the said (Warranty Deed) (Lossian) which is a condition of the said (Warranty Deed) (Lossian) which is a condition of the said (Warranty Deed) (Lossian) which is a condition of the said (Warranty Deed) (Lossian) which is a condition of the said (Warranty Deed) (Lossian) which is a condition of the said (Warranty Deed) (Lossian) which is a condition of the said (Warranty Deed) (Lossian) which is a condition of the said (Warranty Deed) (Lossian) which is a condition of the said (Warranty Deed) (Lossian) which is a condition of the said (Warranty Deed) (Lossian) which is a condition of the said (Warranty Deed) (Lossian) which is a condition of the said (Warranty Deed) (Lossian) which is a condition of the said (Warranty Deed) (Lossian) which is a condition of the said (Warranty Deed) (Lossian) which is a condition of the said (Warranty Deed) (Lossian) which is a condition of the said (Warranty Deed) (Lossian) which is a condition of the said (Warranty Deed) (Lossian) which is a condition of the said (Warranty Deed) (Lossian	btain the n OXXXXXXXI lition they its thereon thereon ca agreemen
	election, shall not be binding upon me, and my earnest money deposited hereunder shall be returned to me without delay.	
Issession	5. Possession of said real estate shall be delivered to me on or before PY Rents, if any, shall be pro-rated, an (packed) (cancelled), as of the date of closing. You will pay all charges for utility services furnished said premises unt	il the poss
mprove- nents & Fixtures	Surrengement to Purchase includes all improvements and purpose the treatment incorrection with said real estate 6. This Agreement to Purchase includes all improvements and purpose the said of the said of the following: All electrical, gas, hearing per jumping figures, all persons, screen doors, storm window necessarily limited to the following: All electrical, gas, hearing per jumping fittings and persons and persons are said of television antennes, trees, shrubs, if the linits, drappy hardware, awings, astronger linits and persons are said or television antennes, trees, shrubs, if the content of the said of t	ws, shades, owers, fen
	if any, now in or on the property, an fully poid for and free of all liens and encumbrances, at the time I accept title to said real estate, unless otherwise specified and	agreed to b
Zoning	7. I hereby represent that my intended use of the said real estate requires a zoning classification of and this Agreement to Purchase is contingent on the said real estate being in such use district.	
	and this Agreement to Purchase is contingent on the said real estate using in such use district.	J all the t
Inspection of Property	and this Agreement to Purchase is contingent on use sources occurs on the word of the Agreement to Purchase in good faith on B. I have personally inspected and examined the above property and make this Agreement to Purchase in good faith on conditions as stored herein, there being no verbal agreements, if this Agreement to Purchase is accepted by you, it shall be a and invining to the benefit of both you and man, our heir and personal representations.	n agresmen
Earnest	9. I hereby deposit with your Agent, John R. Worthman	17
Monay	e 0 to be used as garnest money in this transaction, and upon your written acceptance of	of this Agri
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	Purchase, I will deposit with your said agent additional earnest money in the sum of S	ich earnest
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August 16, 1978

Ms. Clara Reardon 4424 Bowser Fort Wayne, Ind. 46806

Dear Ms. Reardon.

This is to confirm our meeting on 7-10-78 in regards to your property at 1102 Oxford St. , which we intend to acquire.

Neighborhood Care, Inc. wishes to purchase the above mentioned property for a sum of $_\$5475.00$.

Your attention is directed to the fact that Neighborhood Care, Inc. has made a most conscientious effort to establish the fair market value of the property. To do this, two separate and independent appraisals have been made by highly qualified appraisers. Each appraisal report has been carefully reviewed and the property inspected by members of Neighborhood Care, after which, a price was then established in accordance with state statutes by taking the average of the two appraisals. Enclosed, for your information, is a summary statement of the basis for the amount established as just compensation for your property.

Only after all these steps have been taken, can we offer a purchase price to you or any other property owner. In carrying out this project, it is the policy of Neighborhood Care, Inc. to make a direct offer of the maximum approved price to every property owner without preliminary negotiations or any sort of bargaining. This policy is based on the belief that every property owner should receive no less than full fair market value for his holdings.

Should you find our offer acceptable, it is requested that both copies of the two enclosed Agreement to Purchase Real Estate be executed by the appropriate individuals indicated and returned to this office as soon as possible. Once this option has been approved by the Board of Directors of Neighborhood Care, Inc., a copy will be forwarded to you for your records and a closing can be arranged. If, however, our offer does not prove acceptable, it would be appreciated if you would advise us in writing, on or before 8-23-78

Sincerely,

Director

EEW/ejg

Action becomed by George Whenh In behalf of Clara heardon.

LAND ACQUISITION STATEMENT

Your property (s) has been appraised by two independent appraisers to determine a just and reasonable price for acquisition. At that time, you or your designated representative were given the opportunity to accompany each appraiser during his inspection in order that all facts may be known for preparation of fair appraisals.

Neighborhood Care, Inc. will make every reasonable effort to acquire real property quickly and by negotiated sale. Just compensation for all property interests acquired shall be paid and acquisition activities shall be conducted in a manner that minimizes hardships to owners and tenants. All owners and tenants can be assured of consistent treatment.

Just compensation for each property is determined by Neighborhood Care, Inc. and is established by the average of the two appraisals. The amount of just compensation that will be offered to you at the time of acquisition and confirmed in writing, will not be less than approved appraisal of the fair market value.

If you, as owner, feel that Neighborhood Care Inc.'s offer does not represent the true value of your property, you can refuse to accept it. It will then be your responsibility to present evidence that there should be a change in the offering price.

Any outstanding loans and leins on the property must be paid prior to or at the time of settlement. Our representative will discuss these arrangements with you at the time of negotiations.

If you should have any questions regarding these or any other matters, please feel free to contact Neighborhood Care, Inc., 8th Floor, City/County Building or call 423-7431. The office is open from 7:30 A.M. to 4:30 P.M., Monday through Friday, during the summer months and reverting back to 8:00 A.M. to 5:00 P.M. in September.

Admn. Appr.

DIGEST SHEET

TITLE OF ORDINANCE Appropriation Ordinance J-73-09-04.

DEPARTMENT REQUESTING ORDINANCE CD&P Neighborhood Care, Inc.

SYNOPSIS OF ORDINANCE Allow Neighborhood Care, Inc. to purchase property

at 1102 Oxford

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at 1102 Oxford	1		
		in a firm	
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1 1421		, ,	
EFFECT OF PASSAGE	Neighborhood Care, Inc. wo	ould purchase 1102 Oxford St.	
FFECT OF NON-PASSAGE	Neighborhood Care, Inc	. would not purchase 1102 Oxfo	ord St.
ONEY INVOLVED (Direct (Costs, Expenditures,	Savings) \$5475.00	
7			
		*	
SSIGNED TO COMMITTEE (J	.N.)	· · · · · · · · · · · · · · · · · · ·	

August 23, 1978

DATE SUBMITTED: